

**TITLE: RATIFICATION OF AGREEMENT NOS. A19.316 & A19.317
 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND
 FUSION COMMUNICATIONS, INC. FOR TECHNOLOGY
 CONSULTANT SERVICES**

Business & Facilities
Consent #4

March 19, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
 Business & Facilities

Background Information

On March 20, 2018, the Board of Education approved purchase of new digital telephones for installation throughout the District. Technical expertise with engineering, startup, and troubleshooting is required to make the new digital telephone systems fully functional. The firm of Fusion Communications, Inc. can provide temporary staff with the necessary expertise starting up and troubleshooting the District's new VOIP digital telephone systems.

Fiscal Analysis

The total cost for Agreement A19.316 (Exhibit "A") for provision of an on-site Engineer for VOIP deployment is a not-to-exceed amount of \$24,000.00 based on an all-inclusive hourly rate of \$120.00. These engineering services will be funded by Measure X.

The total cost for Agreement A19.317 (Exhibit "B") for provision of an on-site Technician for troubleshooting support is a not-to-exceed amount of \$21,000.00 based on an all-inclusive hourly rate of \$105.00. These troubleshooting services will be funded by the General Fund (IT Department Funds).

Recommendation

It is recommended that the Board of Education ratify Agreement No. A19.316 and Agreement No. A19.317 with the firm of Fusion Communications, Inc.

On a motion # 13 by Trustee Bloch, seconded by Trustee Small and carried by a vote of 3/0/2, the Board of Education ratified, by roll-call-vote, Agreement Nos. A19.316 & A19.317 with Fusion Communications, Inc.

Ayes: Bloch Small LeBelle Noes: 6 Absent: Jubin White Abstained: 6

**AGREEMENT NO. A19.316
TECHNOLOGY CONSULTANT
ON-SITE ENGINEER FOR VOIP IMPLEMENTATION**

AGREEMENT made as of the 6th day of February, 2019,

between the District:

Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

and the Consultant:

Fusion Communications, Inc.
22672 Lambert Street, Suite 614
Lake Forest, CA 92630

WHEREAS, the Board of Education of the District has approved a Technology Improvement Plan ("Plan"), and the District continues to transition to VOIP telecommunications systems;

WHEREAS, in connection with the Plan, and the continued operation of the VOIP systems, the District desires to obtain certain technology consulting services, as more particularly identified and described in this Agreement ("Consultant Services");

WHEREAS, the Consultant has represented to the District that the Consultant is duly qualified and capable of providing and performing the Consultant Services set forth herein, and is properly licensed for any portion of the Consultant Services for which a license is required under California law.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and the Consultant agree as follows:

1 CONSULTANT SERVICES.

1.1 Consultant Services. The Consultant Services under this Agreement consist of the following services billed on an hourly basis:

On-site Engineer for VOIP Systems Deployment & Support as more particularly described in Attachment 1 to this Agreement.

1.2 Personnel and DOJ Fingerprint Clearance. The Consultant shall provide all personnel, materials, tools, equipment, services, and other items necessary to timely and completely provide and perform the Consultant Services. Douglas Holloway is the person identified by the Consultant for provision of these Consultant Services. Any proposed revisions to the person identified for these Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule or regulation. Any personnel assigned by Consultant for provision of Consultant Services shall attain DOJ Fingerprint Clearance prior to commencing these services.

- 1.3 **Work Hours.** Consultant Services shall be performed 20-hours per week between the hours of 8:00 am and 10:30 pm Monday – Friday.
- 1.4 **Reporting.** Consultant's personnel shall report to Phillip Scrivano, Director of Information Technology. At the end of each week, Consultant shall provide the District with daily reports for that week, describing the hours worked, and the work performed by Consultant for each day worked.
- 1.5 **Standard of Care.** The Consultant Services shall be performed and provided by the Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care; and, (c) in accordance with applicable laws, rules and regulations.
- 1.6 **Independent Contractor.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.

2 CONTRACT TIME.

The Consultant shall provide Technology Consultant Services on an hourly as-needed basis, not-to-exceed 20 hours per week, commencing on or about **February 10, 2019 and terminates on or about April 21, 2019**. Consultant shall obtain DOJ fingerprint clearance for the on-site engineer identified in this agreement, prior to commencement of the work. Each day referenced in this agreement is a Calendar Day.

3 CONTRACT PRICE.

- 3.1 **Consultant Services.** The District shall pay the Consultant for services performed on an hourly basis, at an hourly rate of \$120.00, for a total not-to-exceed amount of **Twenty-Four Thousand Dollars (\$24,000.00)** as further described in Attachment 1 to this agreement.
- 3.2 **Compensation.** The hours worked, multiplied by the all-inclusive hourly rates identified in Attachment 1 to this agreement shall constitute the full amount due from the District to the Consultant for the Consultant Services, including the Consultant's fee, personnel expenses, lodging, housing, meals & transportation, including all benefits and burdens, its employees and others providing any part of the Consultant Services, profit and administrative and overhead costs, including without limitation insurance, arising out of or associated with this Agreement.
- 3.3 **Payment.** Within thirty (30) days after receipt of an invoice from the Consultant for its full, faithful, and timely provision of Consultant Services as to hours worked on these services, the District will make payment to the Consultant of undisputed amounts, up to the not-to-exceed amount for Consultant Services. The District may withhold or deduct from amounts otherwise due the Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted to be released after the Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

- 3.4 **Payments by Consultant.** The Consultant shall promptly pay its employees, Sub-Consultants, if any, and others performing or providing Consultant Services upon receipt of payments from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services the obligation for compliance rests solely with the Consultant.

4 **INSURANCE; INDEMNITY**

- 4.1 **Consultant Insurance.** At all times during performance of Consultant Services the Consultant shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement.

- 4.2 **Coverage.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its Sub-Consultants, if any, shall be as follows:

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000
Automobile Liability	\$1,000,000
Commercial General Liability	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000

- 4.3 **Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. All insurance policies required of Consultant hereunder shall name the District as an additional insured. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

- 4.4 **Indemnity.** To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend, and hold harmless the other party and its employees and officers from any and all claims, demands, losses, responsibilities, or liabilities for: (i) injury or damages arising out of the negligent or willful acts or omissions of that party; and, (ii) injury or damage arising out of that party's breach of this Agreement.

- 5 **TERM.** The Term of this Agreement will expire on April 21, 2019 unless terminated early in accordance with the termination provisions specified herein.

6 **TERMINATION; SUSPENSION**

- 6.1 **Termination for Default.** Either party may terminate this Agreement upon seven (7) days advance written notice to the other party if there is a default by the other party in its performance of a material obligation hereunder and such default in performance is not caused by the party initiating the termination, and if such default is not cured within such seven (7) day period.

- 6.2 **District Right to Suspend.** The District may, in its discretion, suspend all or any part of the Consultant Services hereunder.
- 6.3 **District Termination for Convenience.** The District may, at any time, upon seven (7) days written notice to the Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the District shall make payment of the Contract Price to the Consultant for Consultant Services prorata based upon the hours worked in performance of the Consultant Services through the date of termination. Except as set forth in this paragraph, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.
- 6.4 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days assemble and deliver to the District all work product, instruments of service, and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement.

7 MISCELLANEOUS

- 7.1 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or Consultant. If any provision of this Agreement is deemed illegal, invalid, unenforceable, or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 7.2 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Neither the Consultant nor the District shall assign rights or obligations hereunder without the prior written consent of the other, which consent may be withheld or granted in sole discretion of the party requested to grant such consent.
- 7.3 **Notices.** Notices under this Agreement shall be addressed and delivered as follows:

Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
Attn.: Anthony Joseph, Bond Program Manager

and the Consultant:

Fusion Communications, Inc.
22672 Lambert Street, Suite 614
Lake Forest, CA 92630
Attn.: Steve Muse, General Manager


- 7.4 **Cumulative Rights.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in

equity. No action or failure to act by one party shall be deemed a waiver of any right or remedy afforded hereunder or acquiescence or approval of any breach or default of the other party.

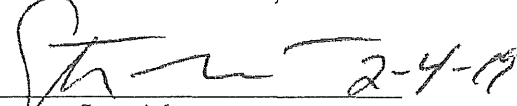
- 7.5 **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and the Consultant concerning the subject matter hereof, replacing and superseding all prior agreements or discussions, whether written or oral. No term or condition of this Agreement shall be modified or amended except by a writing executed by the District and the Consultant.
- 7.6 **Board Approval.** Neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon either party unless and until the District's Board of Education has approved or ratified this Agreement.

IN WITNESS WHEREOF, the District and the Consultant have executed this Agreement as of the date first set forth above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: 
Ron Todo
Associate Superintendent - Business & Facilities

FUSION COMMUNICATIONS, INC.

By:  2-4-19
Steve Muse
General Manager

Attachment 1

**Leveraging Technology To
Improve Business Communications,
Lower Costs, and Enhance Productivity.**



Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Prepared by:

Marianne Grassey

Prepared for:

Phil Scrivano
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

Date

January 31, 2019



Fusion Communications, Inc.

Schedule 1

Simi Valley USD – On Site Engineer

<u>Qty.</u>	<u>Description</u>
	<i>On Site Engineer – Douglas Holloway</i>
1	On Site Engineer for VOIP Implementation (20) Hours Per Week, (10) Weeks

*Cost - \$24,000.00 (@ \$120.00 Per Hour)

*Cost quoted is All Inclusive Labor Pricing

Approved and Accepted By:

Customer _____

Date _____

Fusion Representative _____

Date 2-4-2019



Fusion Communications

AGREEMENT A19.317
TECHNOLOGY CONSULTANT
ON-SITE TECHNICIAN FOR TROUBLESHOOTING VOIP

AGREEMENT made as of the 6th day of February 2019,

Between the District:

Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

and the Consultant:

Fusion Communications, Inc.
22672 Lambert Street, Suite 614.
Lake Forest, CA 92630

WHEREAS, the Board of Education of the District has approved a Technology Improvement Plan ("Plan"), and the District continues to transition to VOIP telecommunications systems;

WHEREAS, in connection with the Plan, and the continued operation of the VOIP systems, the District desires to obtain certain technology consulting services, as more particularly identified and described in this Agreement ("Consultant Services");

WHEREAS, the Consultant has represented to the District that the Consultant is duly qualified and capable of providing and performing the Consultant Services set forth herein, and is properly licensed for any portion of the Consultant Services for which a license is required under California law.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and the Consultant agree as follows:

1 CONSULTANT SERVICES.

1.1 Consultant Services. The Consultant Services under this Agreement consist of the following services billed on an hourly basis:

On-site Technician for VOIP Systems troubleshooting support as more particularly described in Attachment 1 to this Agreement.

1.2 Personnel and DOJ Fingerprint Clearance. The Consultant shall provide all personnel, materials, tools, equipment, services, and other items necessary to timely and completely provide and perform the Consultant Services. Mike Allen is the person identified by the Consultant for provision of these Consultant Services. Any proposed revisions to the person identified for these Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule or regulation. Any personnel assigned by Consultant for provision of Consultant Services shall attain DOJ Fingerprint Clearance prior to commencing these services.

- 1.3 **Work Hours.** Consultant Services shall be performed 20-hours per week between the hours of 8:00 am and 10:30 pm Monday – Friday.
- 1.4 **Reporting.** Consultant's personnel shall report to Phillip Scrivano, Director of Information Technology. At the end of each week, Consultant shall provide the District with daily reports for that week, describing the hours worked, and the work performed by Consultant for each day worked.
- 1.5 **Standard of Care.** The Consultant Services shall be performed and provided by the Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care; and, (c) in accordance with applicable laws, rules and regulations.
- 1.6 **Independent Contractor.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
- 2 **CONTRACT TIME.**
The Consultant shall provide Technology Consultant Services on an hourly as-needed basis, not-to-exceed 20 hours per week, commencing on or about **February 10, 2019 and terminates on or about April 21, 2019.** Consultant shall obtain DOJ fingerprint clearance for the on-site technician identified in this agreement, prior to commencement of the work. Each day referenced in this agreement is a Calendar Day.
- 3 **CONTRACT PRICE.**
 - 3.1 **Consultant Services.** The District shall pay the Consultant for services performed on an hourly basis, at an hourly rate of **\$105.00**, for a total not-to-exceed amount of **Twenty-One Thousand Dollars (\$21,000.00)** as further described in Attachment 1 to this agreement.
 - 3.2 **Compensation.** The hours worked, multiplied by the all-inclusive hourly rates identified in Attachment 1 to this agreement shall constitute the full amount due from the District to the Consultant for the Consultant Services, including the Consultant's fee, personnel expenses, lodging, housing, meals & transportation, including all benefits and burdens, its employees and others providing any part of the Consultant Services, profit and administrative and overhead costs, including without limitation insurance, arising out of or associated with this Agreement.
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Aggregate	\$2,000,000

- 4.3 **Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. All insurance policies required of Consultant hereunder shall name the District as an additional insured. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

- 4.4 **Indemnity.** To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend, and hold harmless the other party and its employees and officers from any and all claims, demands, losses, responsibilities, or liabilities for: (i) injury or damages arising out of the negligent or willful acts or omissions of that party; and, (ii) injury or damage arising out of that party's breach of this Agreement.

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6 **TERMINATION; SUSPENSION**

- 6.1 **Termination for Default.** Either party may terminate this Agreement upon seven (7) days advance written notice to the other party if there is a default by the other party in its performance of a material obligation hereunder and such default in performance is not caused by the party initiating the termination, and if such default is not cured within such seven (7) day period.

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7 MISCELLANEOUS

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- 7.2 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Neither the Consultant nor the District shall assign rights or obligations hereunder without the prior written consent of the other, which consent may be withheld or granted in sole discretion of the party requested to grant such consent.
- 7.3 **Notices.** Notices under this Agreement shall be addressed and delivered as follows:

Simi Valley Unified School District
 101 West Cochran Street
 Simi Valley, CA 93065
 Attn.: Anthony Joseph, Bond Program Manager

and the Consultant:


Fusion Communications, Inc.
 22672 Lambert Street, Suite 614
 Lake Forest, CA 92630
 Attn.: Steve Muse, General Manager

- 7.4 **Cumulative Rights.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by one party shall be deemed a waiver of any right or remedy afforded hereunder or acquiescence or approval of any breach or default of the other party.

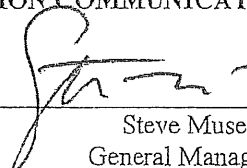
- 7.5 **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and the Consultant concerning the subject matter hereof, replacing and superseding all prior agreements or discussions, whether written or oral. No term or condition of this Agreement shall be modified or amended except by a writing executed by the District and the Consultant.
- 7.6 **Board Approval.** Neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon either party unless and until the District's Board of Education has approved or ratified this Agreement.

IN WITNESS WHEREOF, the District and the Consultant have executed this Agreement as of the date first set forth above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: 
Ron Todo
Associate Superintendent - Business & Facilities

FUSION COMMUNICATIONS, INC.

By:  2-4-19
Steve Muse
General Manager

Attachment 1
**Leveraging Technology To
Improve Business Communications,
Lower Costs, and Enhance Productivity.**



Prepared by:	Marianne Grassey
Prepared for:	Phil Scrivano Simi Valley Unified School District 101 West Cochran Street Simi Valley, CA 93065
Date	January 31, 2019



Fusion Communications

Schedule 1

Simi Valley USD – On Site Technician

<u>Qty.</u>	<u>Description</u>
	<i>On Site Technician – Mike Allen</i>
1	On Site Technician for General VOIP Support (20) Hours Per Week, (10) Weeks

*Total Cost - \$21,000.00 (@ \$105.00 Per Hour)

*Cost quoted is All Inclusive Labor Pricing

Approved and Accepted By:

Customer _____

Date _____

Fusion Representative 

Date 2-4-19



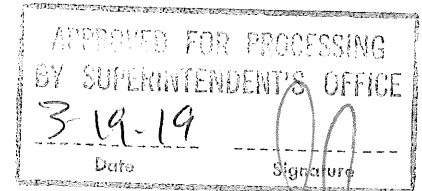
Fusion Communications

**TITLE: RATIFICATION OF MEASURE X FUNDED FIELD CONTRACTS;
AUGUST 24, 2018 TO MARCH 3, 2019**

Business & Facilities
Consent #5

March 19, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

The District adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") which authorizes the District to engage in alternative bidding procedures for public works and maintenance projects. The District's adoption of CUPCCAA includes authorization for the District's Associate Superintendent, Business & Facilities to enter into contracts bid under CUPCCAA alternative bidding procedures when the value of the contract is \$200,000 or less, as of January 1, 2019. CUPCCAA contracts entered into by the Associate Superintendent, Business & Facilities pursuant to such authority are subject to ratification by the Board of Education.

Many of the projects funded with Measure X proceeds are smaller dollar value projects. To expedite obtaining cost proposals and the construction of Measure X funded projects valued at \$60,000 or less, District staff has utilized the CUPCCAA alternative bidding procedures with the District's Field Contracts.

Exhibit "A" is a summary listing of the Field Contracts funded by Measure X proceeds and awarded by the Associate Superintendent, Business & Facilities under the CUPCCAA alternative bidding procedures between August 24, 2018 and March 3, 2019.

Fiscal Analysis

The total amount for Measure X funded Field Contracts issued under CUPCCAA between August 24, 2018 and March 3, 2019 is **\$459,914.78** as shown on Exhibit "A".

Recommendation

It is recommended that the Board of Education ratify the Field Contracts summarized in attached Exhibit "A".

On a motion # 113 by Trustee Blaylock, seconded by Trustee Swille and carried by a vote of 3/0/2, the Board of Education ratified, by roll-call-vote, all of the Field Contracts summarized in attached Exhibit "A".

Ayes: Blaylock Swille White Noes: 0 Absent: Jubian White Abstain: 0

MEASURE X FIELD CONTRACTS UNDER CUPCCAA 8/24/18 THRU 3/3/19

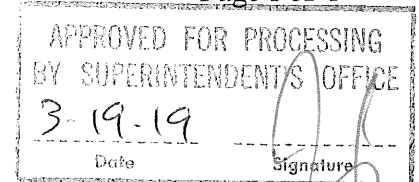
Req Date	Req #	PO #	Contractor	Total Amt	Description
8/28/2018	R19-01183	P19-00791	ARDALAN CONSTRUCTION CO., INC.	\$ 9,020.00	SINALOA MS DRAIN RELOCATION
8/28/2018	R19-01184	P19-00792	FENCE FACTORY	\$ 7,684.00	CRESTVIEW ES FENCING
9/14/2018	R19-01445	P19-00998	FGL ENVIRONMENTAL/FRUIT GROWERS LAB	\$ 950.00	SANTA SUSANA ES SOILS TESTING BUS LOOP
9/14/2018	R19-01459	P19-01002	S & A MECHANICAL, INC.	\$ 24,950.00	SINALOA MS HVAC UNITS INSTALLATION
9/14/2018	R19-01463	P19-01003	VENCO WESTERN INC.	\$ 5,644.03	SYCAMORE ES IRRIGATION REPAIRS
9/14/2018	R19-01467	P19-01004	VENCO WESTERN INC.	\$ 8,245.08	BERYLWOOD ES IRRIGATION REPAIRS
9/20/2018	R19-01567	P19-01105	LIMASOL CONSTRUCTION, INC.	\$ 5,985.00	ROYAL HS REPAIR & PAINT BENCHES
9/20/2018	R19-01568	P19-01106	FENCE FACTORY	\$ 5,404.20	KATHERINE ES FENCING
9/26/2018	R19-01657	P19-01174	TRANE U.S., INC.	\$ 308.00	ATHERWOOD HVAC
9/28/2018	R19-01703	P19-01240	TRANE U.S., INC.	\$ 1,281.24	ATH HVAC PARTS
10/2/2018	R19-01747	P19-01316	VENCO WESTERN INC.	\$ 8,365.06	CRESTVIEW ES IRRIGATION REPAIRS
10/2/2018	R19-01748	P19-01280	ARDALAN CONSTRUCTION CO., INC.	\$ 16,938.35	ROYAL HS GRAVEL ACCESS ROAD LAYDOWN YARD
10/5/2018	R19-01790	P19-01318	HR TOWERS COMPANY, INC.	\$ 3,240.00	SINALOA MS HVAC UNITS INSTALLATION
10/5/2018	R19-01791	P19-01385	FENCE FACTORY	\$ 44,746.00	SIMI VALLEY HS FENCING @ NEW PARKING LOT
10/24/2018	R19-02052	P19-01643	FENCE FACTORY	\$ 1,495.00	SINALOA MS FENCING AT NEW HVAC UNITS
10/24/2018	R19-02054	P19-01644	HH CONSTRUCTION, INC.	\$ 6,946.00	CRESTVIEW ES CONCRETE PAVEMENT REPLACEMENT
11/2/2018	R19-02177	P19-01815	KENDALL SIGN, INC.	\$ 1,632.88	SINALOA MS MONUMENT LETTERS
11/28/2018	R19-02414	P19-02059	S & A MECHANICAL, INC.	\$ 1,530.00	SINALOA MS HVAC REPAIRS
11/29/2018	R19-02430	P19-02121	UNIQUE MOVING INC.	\$ 9,293.00	SANTA SUSANA HS MOVERS
12/4/2018	R19-02471	P19-02128	ENERGY SOLUTION WINDOW TINTING	\$ 8,326.00	SINALOA MS WINDOW TINTING
12/6/2018	R19-02513	P19-02193	S & A MECHANICAL, INC.	\$ 24,450.00	SINALOA HVAC INSTALLATIONS @ BLDG#7
12/20/2018	R19-02703	P19-02393	TECH WALL, INC.	\$ 7,067.00	ARROYO/ MADERA/ VALLEY VIEW MS TACK WALL SURFACE
1/4/2019	R19-02724	P19-02406	RELIABLE FLOOR COVERING	\$ 817.00	KNOLLS ES CARPET REPAIRS
1/8/2019	R19-02733	P19-02412	VENCO WESTERN INC.	\$ 915.96	SIMI VALLEY HS RELOCATE WATER VALVE @ ENTRY
1/16/2019	R19-02877	P19-02603	UNIQUE MOVING INC.	\$ 8,521.25	MOVING & DISPOSAL OF CLASSROOM FURNITURE
2/7/2019	R19-03205	P19-02863	FENCE FACTORY	\$ 3,555.00	SANTA SUSANA ES GATES FOR BUS LOOP
2/20/2019	R19-03343	P19-03026	INSTITUTION RECYCLING NETWORK	\$ 4,359.65	VALLEY VIEW MS REMOVAL OF OLD DESKS AND CHAIRS
2/22/2019	R19-03397	P19-03055	MACKEY ELECTRIC	\$ 6,562.00	INSTALL DEDICATED CIRCUITS FOR 2-WAY RADIOS @ 5 SITES
10/23/2018	WIT19-00279	P19-01708	ARDALAN CONSTRUCTION CO., INC.	\$ 24,980.00	ARROYO, KNOLLS, MT.VIEW, WOOD RANCH ES BLOCKING AT MIRROR MONITORS
10/23/2018	WIT19-00281	P19-01709	EMPIRE CABLING, INC.	\$ 21,895.00	DISTRICT-WIDE RERACK IDF CABINETS
10/24/2018	WIT19-00283	P19-01755	SCOTT & SONS ELECTRIC	\$ 18,875.00	ELECTRICAL FOR NEW AV SYSTEMS AT 16 ELEM SCHOOL MPR'S
10/24/2018	WIT19-00284	P19-01756	SCOTT & SONS ELECTRIC	\$ 36,465.00	ARROYO, MT. VIEW, WOOD RANCH ES ELECTRICAL FOR MIRROR MONITORS
12/4/2018	WIT19-00338	P19-02142	DELL MARKETING LP	\$ 4,028.76	HARD DRIVES FOR SECURITY CAMERAS
12/20/2018	WIT19-00369	P19-02560	IVS COMPUTER TECHNOLOGY	\$ 2,067.08	SANTA SUSANA HS UN & RE-INSTALL AV LIBRARY FOR CONST
12/20/2018	WIT19-00370	P19-02417	EMPIRE CABLING, INC.	\$ 2,755.25	CRESTVIEW, HOLLOW HILLS, WOOD RANCH, MONTE-VISTA CABLING
12/20/2018	WIT19-00371	P19-02418	EMPIRE CABLING, INC.	\$ 10,867.85	SANTA SUSANA HS CABLING AT LIBRARY
12/20/2018	WIT19-00372	P19-02357	EMPIRE CABLING, INC.	\$ 10,198.84	SINALOA MS CABLING
12/20/2018	WIT19-00373	P19-02358	LIGHTSPEED TECHNOLOGIES, INC.	\$ 42,600.00	ATHERWOOD ES, VALLEY VIEW MS, SANTA SUSANA HS INSTALL TOPCATS
1/15/2019	WIT19-00388	P19-02534	4 SEASONS ROOFING, INC.	\$ 12,800.00	ROOF PENETRATIONS FOR 2-WAY RADIO EQUIPMENT
1/16/2019	WIT19-00393	P19-02563	GROUND PENETRATING RADAR SYSTEMS	\$ 600.00	EVALUATE PROPOSED ROUTING FOR KNOLLS ES BURIED CONDUIT STRUC CABLING
2/5/2019	WIT19-00420	P19-02839	EMPIRE CABLING, INC.	\$ 8,973.96	TRANSPORTATION DEPT BUS PARKING IDF SECURITY CAMERAS
2/5/2019	WIT19-00421	P19-02840	EMPIRE CABLING, INC.	\$ 3,276.81	SIMI INSTITUTE CAREERS & ED. MDF & NEW CABINETS
2/21/2019	WIT19-00448	P19-03090	LIGHTSPEED TECHNOLOGIES, INC.	\$ 3,320.46	KNOLLS ES TOPCATS K
2/21/2019	WIT19-00449	P19-03091	LIGHTSPEED TECHNOLOGIES, INC.	\$ 8,386.37	SANTA SUSANA HS TOPCATS
2/21/2019	WIT19-00450	P19-03092	LIGHTSPEED TECHNOLOGIES, INC.	\$ 2,797.08	VALLEY VIEW MS TOPCATS
2/22/2019	WIT19-00456	P19-03093	WAISMAN CONSTRUCTION INC.	\$ 12,600.00	ARROYO, KNOLLS, MT. VIEW, WOOD RANCH ES INSTALL MIRROR MONITORS
2/25/2019	WIT19-00459	P19-03095	LIGHTSPEED TECHNOLOGIES, INC.	\$ 4,195.62	ATHERWOOD ES TOPCATS
Total Field Contracts from 8/24/18 to 3/3/19:				\$ 459,914.78	

**TITLE: RATIFICATION OF AGREEMENT NO. A19.341 BETWEEN SIMI
 VALLEY UNIFIED SCHOOL DISTRICT AND WILLIAMS &
 ASSOCIATES, LLC FOR PREPARATION OF A COST ESTIMATE
 REQUIRED BY THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION**

Business & Facilities
Consent #8

March 19, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
 Business & Facilities



Background Information

The District would like to obtain state matching modernization funds for the Royal High School Girl's Locker Room Renovation Project which was certified by DSA on March 7, 2018. The Office of Public School Construction (OPSC) requires a detailed cost estimate in order to place the project on the states modernization applications received beyond bond authority line. Two firms who have extensive experience in preparing documentation and estimates in strict accordance with OPSC's requirements provided proposals.

Fiscal Analysis

Proposals for preparation of the cost estimate were obtained from the firms listed below, with the recommended firm indicated in bold;

Jacobus & Yuang, Inc.	\$7,475
Williams & Associates, LLC. (Exhibit A)	\$6,380

This agreement will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education ratify Agreement No. A19.341 with the firm of Williams & Associates, LLC.

On a motion # 113 by Trustee Boogal, seconded by Trustee Swollen and carried by a vote of 3/0/2, the Board of Education ratified, by roll-call-vote, Agreement No. A19.341 with Williams & Associates, LLC.

Ayes: Boogal Swollen White Noes: 6 Absent: Jacobus Abstained: 0

**AGREEMENT NO. A19.341 FOR CONSULTANT SERVICES
OPSC Cost Estimate Consulting Services**

AGREEMENT made as of the 26th day of February, 2019,

between the District:

Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

and the Consultant:

Williams & Associates, LLC
P.O. Box 2125
Placerville, CA 95667

WHEREAS, from time to time the District undertakes the design and/or construction of public works of improvement ("Projects").

WHEREAS, in connection with the design and/or construction of Projects, the District desires to obtain certain consulting services, as more particularly identified and described in this Agreement ("CDE and OPSC Consulting Services").

WHEREAS, Consultant is duly qualified and capable of providing and performing the Consultant Services set forth herein, and is properly licensed for any portion of the Consultant Services for which a license is required under California law.

WHEREAS, This Agreement supersedes and replaces any previous agreements with Consultant.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

1. Scope of Consultant Services.

1.1 Preparation of a detailed construction cost estimate required by the Office of Public School Construction (OPSC) organized by the 16 CSI divisions and utilizing the Sierra West Construction Cost Manual in accordance with OPSC's regulations for the Royal High School Girl's Locker Room Project, DSA A#03-117455 for submission to OPSC with the modernization funding application.

2. Insurance.

2.1 Consultant Insurance. At all times during performance of Consultant Services, the Consultant shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement.

2.2 Coverage. Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant shall be as follows:

Commercial General Liability

Per Occurrence	\$1,000,000
Aggregate	\$2,000,000

An endorsement naming Simi Valley Unified School District as Additional Insured shall be provided with the insurance on forms required by the District.

2.3 Evidence of Insurance. Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurers admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

3. **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care; and (c) in accordance with applicable laws, rules and regulations.
4. **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
5. **Contract Price.** Compensation to the Consultant for preparation of the detailed cost estimate is a fixed fee of **Six-Thousand Three-Hundred Eighty Dollars (\$6,380.00)** per the attached Proposal from Consultant dated February 25, 2019 (Exhibit A).
6. **Reimbursable Expenses.** The Contract Price for the Consultant Services represents the full amount due from the District to the Consultant for the Consultant Services, including the Consultant's fee, personnel expenses (including all benefits and burdens), travel for the Consultant, its employees and others providing any part of the Consultant Services to and from their respective offices or homes and the site of CDE or OPSC and the District's Administrative Offices, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with this Agreement. The District shall pay and reimburse any direct costs, travel, meals, and lodging, when such expenses are incurred at the request of the District. All such reimbursable expenses shall require authorization in writing in advance by the District, hereinafter referred to as, "Reimbursable Expenses."
7. **Consultant Billings.** During the course of providing Consultant Services, Consultant shall submit monthly billing invoices to the District for payment for Consultant Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. Consultant's billings shall be in such form and format as may be reasonably requested by District.
8. **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Consultant Services and allowable Reimbursable Expenses. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform

material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom.

9. **Consultant's Payments.** The Consultant shall promptly pay its employees and others performing or providing Consultant Services upon receipt of payments from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.
10. **District Termination for District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.
11. **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of the Contract Price when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.
12. **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.
13. **Miscellaneous.**

Governing Law; Interpretation. This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

Time. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party.

Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Neither the Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in the sole discretion of the Party requested to grant such consent.

Records. Records, documents and other materials generated or received by the Consultant in the course of performing services hereunder shall be the sole property of and shall be delivered to the District. The Consultant may, at its sole cost, make copies of such records for its own files.

Notices. Notices under this Agreement shall be addressed and delivered to the District as follows:

Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065
Attn.: Tony Joseph, Bond Program Manager

and to the Consultant:

Williams & Associates, LLC
P.O. Box 2125
Placerville, CA 95667
Attn.: MimiDene Williams, Principal

14. **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.

15. **Disputes.**

Consultant Continuation of Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.

Arbitration. All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures of JAMS, at the JAMS office closest to the District. The District and Consultant hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the foregoing, the arbitrator's award shall be final and binding upon the District and the Consultant.

Government Code Claims. Pursuant to Government Code §930.6, any and all claims or demands of the Consultant for money or damages in any sum, including a demand for arbitration, shall be deemed a, "suit for money or damages" and shall be subject to the provisions of Government Code §§ 945.4, 945.6 and 946. Notwithstanding any other provision hereof, any and all claims and demands of the Consultant for money or damages in any sum shall be presented to the District's Board of Education, and acted upon or deemed rejected, in accordance with California Government Code §900 *et seq.* as a condition precedent to suit, including a demand for arbitration.

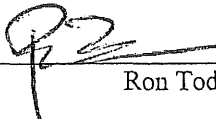
16. **Board Approval.** This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District

unless and until the District's Board of Education has approved or ratified this Agreement and the provisions hereof.

17. **Entire Agreement.** The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.

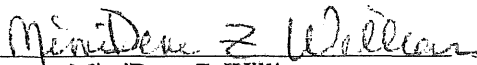
IN WITNESS WHEREOF, the District and the Consultant have executed this Agreement as of the date set forth above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: 
Ron Todo

Title: Associate Superintendent, Business & Facilities

WILLIAMS & ASSOCIATES, LLC

By: 
MimiDene Z. Williams

Title: Principal



EXHIBIT A

P.O. Box 2125
Placerville, CA 95667
(530) 906-6690

Proposal for Services

Estimating Services

Williams & Associates is pleased to provide you with a proposal for Cost Estimating Services for the **Royal High School – Girls Locker Room Renovation**. Services are to include:

Construction Document (CD) Estimate (\$6,380):

This Estimate is a detailed estimate with the following features:

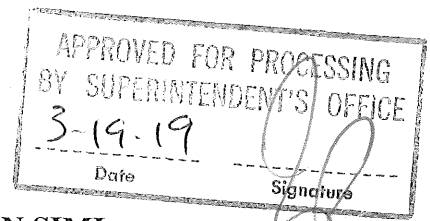
- **Detailed breakdown** – utilizing the available drawings and specifications to create detailed line item breakdown for all buildings and site work, organized by 16 CSI Divisions and the Sierra West Construction Cost Manual as per OPSC regulations.

Notes:

1. Architect to provide one (1) full-size set of all construction documents.
2. Architect to provide Contractors Schedule of Values.
3. Final Estimate will be delivered in both .pdf format and .xls format as req'd by OPSC.
4. Estimate will not include costs for land acquisition, permit fees, testing and inspections, furniture and equipment, project management fees, and other costs not specifically included in the construction contract.
5. Estimate will require 10 days from delivery of drawings to delivery of Estimate.
6. The rate for services not included in this proposal is \$125 per hour.
7. Payment for estimating services are due within 30 days of delivery of the final estimate.

Accepted – Estimating Services _____

*Authorized Simi Valley Unified School District
Representative*



TITLE: APPROVAL OF AGREEMENT NO. A19.353 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND STEPHEN PAYTE, DSA INSPECTIONS, INC. FOR INSPECTION OF THE KNOLLS ELEMENTARY SCHOOL ENTRY SIGN PROJECT

Business & Facilities
Consent #10

March 19, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

The Division of the State Architect (DSA) requires inspection of the construction work for the new entry sign at Knolls Elementary School. The inspection services can be provided by the firm of Stephen Payte, DSA Inspections, Inc.

Fiscal Analysis

The estimated cost for these inspection services is an estimated amount of \$3,700.00 based on a billing rate of \$74 per hour, as further described in attached Agreement No. A19.353 (Exhibit "A"). These services will be funded with Measure X Funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. A19.353 with the firm of Stephen Payte, DSA Inspections Inc. for inspection during construction of the Knolls Elementary School Entry Sign Project.

On a motion # 113 by Trustee Bryce, seconded by Trustee Smolle and carried by a vote of 3/0/2, the Board of Education approved, by roll-call-vote, Agreement No. A19.353 with Stephen Payte DSA Inspections, Inc.

Ayes: Bryce
Smolle
hobelle Noes: 0 Absent: Jules
White Abstained: 0

PROJECT ASSIGNMENT AMENDMENT

AGREEMENT A19.353

PROJECT INSPECTOR SERVICES

This Project Assignment Amendment ("PAA") is entered by and between **Simi Valley Unified School District and Stephen Payte, DSA Inspections, Inc.** ("Inspector Firm") as of **March 20, 2019**.

WHEREAS, the District and Inspector Firm entered into a written Agreement entitled **Agreement No. A18.447** for On-Going Project Inspector Services ("Agreement") generally establishing terms and conditions for the Project Inspector's inspection services for Projects assigned by the District to the Inspector Firm for completion of Project Inspector Services.

WHEREAS, this PAA sets forth the specific terms and conditions applicable to the Assigned Project and the Project Inspector Services to be completed by the Inspector Firm for the Assigned Project.

NOW THEREFORE, the District and Inspector Firm agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: **Provision of a Project Inspector required by DSA on the Knolls Elementary School Entry Sign Project, A#03-118999.**
2. Project Inspector Services for Assigned Project. The Inspector Firm shall complete all Project Inspector Services for the Assigned Project set forth in the Agreement, except as specifically noted below:
3. Project Inspectors. As noted on the attached Proposal for Inspection Services from Inspector Firm dated March 1, 2019 and identified on attached Exhibit 1, The Inspector Firm designates Duncan McKay as the Project Inspector for completion of Project Inspector Services for this Assigned Project. The hourly billing rate of \$74 per hour for the on-site evening inspection work by the Project Inspector(s) designated for the Assigned Project is not subject to adjustment.
4. Assigned Project Contract Price. The Contract Price for completing Project Inspector Services for the Assigned Project is an **estimated total amount of Three-Thousand Seven-Hundred Dollars (\$3,700.00)** ("Assigned Project Contract Price"). Billings for payment of the Assigned Project Contract Price shall be based on the reasonable time necessary for Project Inspector designated for the Assigned Project to complete evening Project Inspector Services, multiplied by the applicable hourly rate. Billings for Project Inspector Services shall be at the Straight Time hourly rates, unless the District has authorized in advance the completion of Project Inspector Services on days/times subject to Overtime or Premium Overtime hourly rates. No payment will be made and the Inspector Firm is not entitled to any compensation for any Project Inspector Services necessary as a result of the failure of the Inspector Firm to timely and completely provide Project Inspector Services. The Assigned Project Contract Price is not subject to adjustment, except as provided in Paragraph 5 of this PAA.
5. Term of PAA. The District has established approximately fifty (50) calendar days for the Contractor(s) to complete construction of the project ("Construction Time"). The Assigned Project Contract Price is based on the Duration of the Assigned Project. If Project construction is not completed within the Remaining Construction Time and the Assigned Project Contract Price is not exhausted as of expiration of the Remaining Construction Time, the Inspector shall provide Project Inspector Services after expiration of the Remaining Construction Time without adjustment of the Assigned Project Contract Price until the Assigned Project Contract Price is exhausted. If Project construction is not completed within the Construction Time and the Assigned Project Contract Price

is exhausted at the expiration of the Remaining Construction Time, or if the unexhausted portion of the Assigned Project Contract Price as of expiration of the Remaining Construction Time is exhausted prior to completion of Project Construction, the Assigned Project Contract Price is subject to adjustment for the Project Inspector Services provided after expiration of the Remaining Construction Time.

6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

The District and Inspector Firm have executed this PAA as of the date set forth above.

"District"
SIMI VALLEY UNIFIED
SCHOOL DISTRICT

"Project Inspector"
Stephen Payte DSA Inspections, Inc.

By: _____
Ron Todo
Title: Associate Superintendent, Business
& Facilities

By:  _____
Stephen K. Payte
Title: Vice President

**EXHIBIT 1 TO
PROJECT ASSIGNMENT AMENDMENT, AGREEMENT A19.353 FOR PROJECT INSPECTOR SERVICES
PROJECT: Knolls ES Engr Sign, DSA A#03-118999**

Project Inspector	DSA Certification No.	Hourly Billing Rate (Classes 3 & 2 indicated below)	
Duncan Richard McKay, DSA Inspector, will be the inspector provided under this Project Assignment.	6046	<u>Straight Time</u> Mondays-Fridays (2 to 3 hours per evening)	\$74.00
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	\$111.00
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	\$148.00
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	
		<u>Straight Time</u> Mondays-Fridays (8 hour work day)	
		<u>Overtime</u> Mondays-Fridays (more than 8 hours per work day) Saturdays (8 hour workday 7 AM to 6 PM)	
		<u>Premium Overtime</u> Saturdays (more than 8 hours per work day) Sundays Holidays	

Exhibit "A"

Proposal for Inspection Services

Simi Valley Unified School District

101 W. Cochran Ave.
Simi Valley, CA 93065

March 1, 2019

Proposal for Inspection Services for inspection of (1) marquee sign and associated site work at Knolls Elementary School as described below:

(1) DSA Inspector (Richard "Duncan" McKay) at a rate of \$74.00/hr for the duration of the project, estimated to be a total of 50 hours.

As always, we greatly appreciate the opportunity to continue working with your District.

Thank you,



Stephen K. Payte
V.P. Field Operations
Stephen Payte DSA Inspections, Inc.
661-718-2893



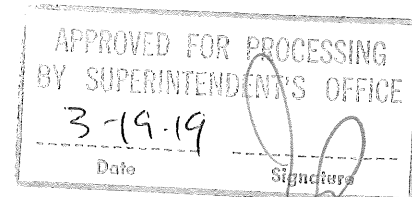
STEPHEN PAYTE
DSA INSPECTIONS, INC.

Stephen Payte DSA Inspections

P.O. Box 3128 | Quartz Hill, CA 93586

Telephone: (661) 718-2893 | FAX: (661) 793-7272 | Email: info@dsa inspections.com

www.DSAInspections.com



TITLE: APPROVAL OF AGREEMENT NO A19.355 BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND NV5 WEST, INC. FOR TESTING LABORATORY OF RECORD SERVICES FOR THE KNOLLS ELEMENTARY SCHOOL ENTRY SIGN PROJECT

Business & Facilities
Consent #11

March 19, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On September 12, 2017, the Board of Education approved the list of selected firms for on-call testing laboratory-of-record services, which includes the firm of NV5 West. DSA requires the use of a testing laboratory-of-record for testing and inspection of materials on the Knolls Elementary School Entry Sign Project.

Fiscal Analysis

Testing Laboratory-of-Record Services Agreement A19.355 with NV5 West, Inc. is for an estimated cost of \$4,434.50 (Exhibit "A") for materials testing and inspection for the Knolls Elementary School Entry Sign Project.

These services will be funded with Measure X funds.

Recommendation

It is recommended that the Board of Education approve Agreement No. A19.355 with NV5 West, Inc. for testing laboratory-of-record services for the Knolls Elementary School Entry Sign Project.

On a motion # 113 by Trustee Blaylock, seconded by Trustee Swale and carried by a vote of 3/0/2, the Board of Education approved, by roll-call-vote, Agreement No. A19.355 with NV5 West, Inc.

Ayes: Blaylock Swale Belle Noes: 0 Absent: Julien White Abstained: 0

PROJECT ASSIGNMENT AMENDMENT - AGREEMENT A19.355

KNOLLS ELEMENTARY SCHOOL ENTRY SIGN PROJECT

This Project Assignment Amendment ("PAA") is entered by and between Simi Valley Unified School District and NV5 West, Inc. ("LOR") as of March 20, 2019.

Whereas, the District entered into a written Agreement entitled Agreement A18.453 for On-Going Laboratory of Record Services ("Agreement") which generally establishes the terms and conditions for the LOR's completion of Laboratory of Record Services.

Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the LOR for completion of LOR Services as enumerated herein.

NOW THEREFORE, the District and LOR and agree as follows:

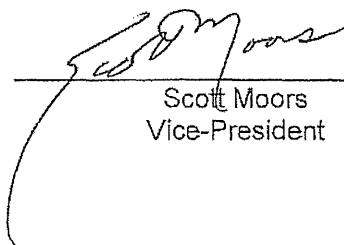
1. **Assigned Project(s) Description.** The Assigned Project is described as follows: **Provide Materials Testing and Inspection Laboratory-of-Record Services for the Knolls Elementary School Entry Sign Project (DSA #03-118999)** for an estimated total cost of \$4,434.50 per the attached Proposal dated March 6, 2019.
2. **Assigned Project Form 103** setting forth the tests/inspections to be completed for construction materials to be incorporated into the Assigned Project is incorporated into this Agreement.
3. **Assigned Project(s) LOR Services.** The LOR shall complete all of the tests/inspections for all construction materials as required by DSA and for the proper construction of the Assigned Project.
4. **Assigned Project(s) Contract Price.** The Contract Price for completion of the Assigned Project LOR Services is based on the pricing for tests/inspections performed for each Assigned Project. The pricing for each test or inspection shall be in accordance with the Price Proposal submitted by LOR in response to the RFQ issued by the District on or about May 26, 2017, with adjustments to accommodate the attached 2018 Geotechnical / Material Testing Fee Schedule.
5. **Agreement Terms.** All terms of Agreement A18.453 for On-Going Laboratory of Record Services are incorporated herein and applicable to the Assigned Project(s), except as modified by the terms of this PAA.

The District and LOR have executed this PAA as of the date set forth above

"District"
**SIMI VALLEY UNIFIED
SCHOOL DISTRICT**

By: _____
Ron Todo
Title: Associate Superintendent
Business & Facilities

"LOR"
NV5 WEST, INC.

By: 
Title: Scott Moors
Vice-President

NV5

Simi Valley Unified School District
101 W. Cochran St.
Simi Valley, CA 93065

March 6, 2019
Proposal No: 2019.06.0044
DSA No.: 03-118999
File No.: 56-34

ATTENTION: Tony Joseph

SUBJECT: Proposal for Materials Testing and Inspection Services for the Knolls Elementary School -
New Entry Sign, 6334 Katherine Rd., Simi Valley, CA

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
Soil:			
Pile Observation	\$ 104 hr	4	\$ 416.00
Concrete:			
Mix Design Review (if required)	\$ 230 ea	1	\$ 230.00
Concrete Batch Plant Inspection - follow the truck to site & cast cylinders	\$ 104 hr	8	\$ 832.00
Concrete compression tests (5 cys. per set)	\$ 22 ea	5	\$ 110.00
Concrete cylinder pickup	\$ 9.5 ea	5	\$ 47.50
Reinforcing Steel:			
Reinforcing Steel Bend tests (#4)	\$ 50 ea	1	\$ 50.00
Reinforcing Steel Tensile tests (#4)	\$ 55 ea	1	\$ 55.00
Reinforcing Steel sampling (2 hr. min.)	\$ 104 hr	2	\$ 208.00
Structural Steel:			
Shop Welding Inspection - material ID, welders certs & weld procedures)	\$ 88 hr	12	\$ 1,056.00
Miscellaneous:			
Engineering	\$ 160 hr	4	\$ 640.00
DSA (LVR-291 & GVR-293)	\$ 395 ea	2	\$ 790.00
TOTAL:			\$ 4,434.50

Assumptions:

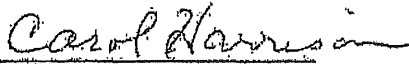
- 1 Estimate is from DSA approved plans and specifications including DSA -103.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 3 Added charges will be charged in accordance with the attached 2018 Schedule of Fees and prevailing wage rates.

Proposal - Knolls E.S. - New Entry Sign

March 6, 2019

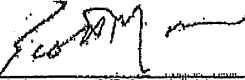
NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to

Respectfully Submitted,
NV5 West, Inc.



Carol Harrison
Marketing Manager

Reviewed By,



Scott Moors, CBG 1901
Vice President

Attachment: Terms and Conditions
 2018 Fee Schedule

NV5

CONSTRUCTION QUALITY ASSURANCE - INFRASTRUCTURE - ENERGY - PROGRAM MANAGEMENT - ENVIRONMENTAL

NV5

NV5 WEST, Inc.

CONSTRUCTION QUALITY ASSURANCE + INFRASTRUCTURE + ENERGY + PROGRAM MANAGEMENT + ENVIRONMENTAL

2018 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL CONDITIONS

Testing Samples - An hourly preparation charge will be added to all samples submitted that are not ready for testing.

Turn-Around-Time - Standard TAT indicated in superscript.

RUSH: 50% surcharge. Sample prioritized over other samples in que.

PRIORITY: 100% surcharge. Completed as fast as possible per method.

See notes regarding TAT at bottom of page 3.

Project Setup - A \$165 fee applies for setup and administration of On-Call agreements and contracts less than \$3,000.

Scheduling - A minimum of 24-hour notice is required to schedule personnel (48-hour for DSA projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge for technicians or a 4-hour charge for inspectors.

Minimum Charges Special Inspections: A minimum charge of 4 hours applies to inspection call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours.

Technicians: Minimum charge of 2 hours applies to technician call-out between 0 and 2 hours. Additional time charged in 2-hour increments.

Travel - Hourly travel is charged portal-to-portal for technicians. Travel charges are normally waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.

Per Diem - Per diem will be charged at 1.15 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.

Equipment - NV5 maintains a comprehensive inventory of calibrated field testing equipment. Daily equipment charges apply.

Overtime Rates - Ratios are based on an 8-hour workday between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Work outside of these hours or in excess of 8 hours in one day or over 40

hours in one week will be charged at 1.5 times the listed rates. Work over 12 hours in one day or work on holidays will be charged at 2.0 times quoted rates.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day. For holidays falling on Saturday or Sunday, the closest previous or following regular workday will be observed.

Project Management & Report Distribution - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or 1.5-hour/week (min) will be included for scheduling, report review, and data evaluation. Up to 2 hard copies of reports are provided at no additional charge. Additional hard copies will be billed at \$2 per report.

Outside Services / Drivers / CPT / Subcontractors - Cost plus 15%.

Prevailing Wage - Client shall notify NV5, in writing, of any requirement for payment of California Prevailing Wage or other predetermined wage condition. Client agrees to indemnify NV5 against all costs related to Client's failure to notify NV5 of predetermined wage requirements.

Sample Disposition - Unless previously arranged, all samples will be disposed of upon completion of testing. Any samples suspected of contamination will be returned to Client. If requested, retained samples may be archived for a specified period for an agreed monthly fee.

Certified Payroll - A \$45 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.

Escalation - Listed rates are subject to annual escalation consistent with the Consumer Price Index (www.bls.gov). Prevailing Wage labor rates will be adjusted in accordance with DIR mandated increases plus 50%. (<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>)

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are partial to partial from NV5's lab)

A. Professional Staff	Standard
Principal Engineer/Geologist/Consultant	\$185
Senior Engineer/Geologist/Consultant (PE, CEG)	\$160
Project Engineer/Geologist/Consultant	\$135
Project Manager	\$120
Staff Engineer/Geologist/Consultant	\$110
B. Field Sampling, Inspection & Testing	Prevailing Wage Standard
Special (Deputy) Inspector	\$104 \$88
(Concrete, P/T Concrete, Masonry, Structural Steel, Fireproofing, Pile Driving)	
Public Works Inspector	\$112 \$100
Roofing/Waterproofing Inspector	\$104 \$94
Concrete/Asphalt Batch Plant Inspection	\$104 \$90
Technician* (Soil/Asphalt/Special Testing)	\$104 \$90
Nondestructive Exam/Testing (UT/Mng Part./Dye Pen.)	\$104 \$92
C. DSA, OSHPLD Inspection & Testing	Prevailing Wage Standard
Project Inspector / IOR, DSA Class I	\$110
Project Inspector / IOR, DSA Class II/III	\$100
DSA Masonry / Shotcrete Inspection	\$104 \$92
DSA 5 SI (Inspector Qualifications)	\$75 ea.
Special Inspection Verified Report (SIVR/VR)	\$225 (min.) ea.
Laboratory / Geotech. Verified Rpt (DSA 291/293 - Test Only)	\$395 (min.) ea.
Combined Lab Verified Report (DSA 291 - Tests & Inspections)	\$545 (min.) ea.
D. Sample Pickup, Delivery, & Mileage	Standard
Sample Pickup/Delivery (>25mi. radius of Lab) -- plus applicable unit price	\$62/hr
Saturday Pickup (hourly, 4 hr minimum, plus mileage)	\$93/hr
Mileage - Field Vehicle (\$30/day minimum charge)	\$0.65/mi
Mileage - Coring Truck	\$0.75/mi
Vehicle - Field Truck	\$55/day
Trip Charge (within 25 radius of Lab; if >25 mi. hourly + mileage)	\$35/trip

E. Support Staff & Special Services	Prevailing Wage Standard
Laboratory Technician	\$100/hr
File Search, Reissue of Report	\$45/hr (min.)
Certified Payroll Admin. (0.5 hr min./wk)	\$70/hr
Court Appearance and Depositions (4 hr min)	\$295/hr
Drafting/CADD	\$70/hr
Clerical	\$60/hr

II. MATERIALS AND EQUIPMENT

A. Equipment	Rate
1. Air Motor (Concrete)	\$45/dy
2. Calibrated Ram (Pall test)	\$95/dy
3. Coiling Wire Dead-Weight Equip.	\$160/dy
4. Coating Thickness Gauge	\$45/dy
5. Concrete Relative Humidity Meter	\$265/dy
6. Concrete Slab Moisture Emission Kit / RH Probe	\$55/ea
7. Floor Flatness (plus labor - 4hr min)	\$575/dy
8. Durometer Gauge (Shore A/D)	\$45/dy
9. Hardness Gauge (Brinell, Rockwell)	\$85/dy
10. Generator	\$70/dy
11. Ground Penetrating Radar (GPR) - (plus labor - 4 hr min)	\$400/dy
12. Magnetic Particle Equipment & Consumables	\$65/dy
13. Nuclear Gauge	\$35/dy
14. Protonmeter (Rebar) Survey Equipment	\$95/dy
15. Schmidt Hammer	\$65/dy
16. Skidmore Wilhelm, per day	\$195/dy
17. Torque Wrench (Large, >100 ft-lb), per day	\$85/dy
18. Torque Wrench (Small), per day	\$20/dy
19. Ultrasonic Equipment & Consumables	\$75/dy
B. Diamond Coring (min. charges + field time w/travel + 1 hr. mob./demob.)	
1. Machine, truck & 1 operator (accessible flatwork only)	\$195/hr \$160/hr.
2. Machine, truck, operator and helper	\$290/hr 245/hr.
3. Coring Bit Charge	\$3/inch
4. Coring truck mileage (partial to partial)	\$0.75/mi

NIV/5

EXHIBIT "A"

NV5 WEST, INC.
2018 FEE SCHEDULE

III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) - ASTM D4318, CTM 204 ^B	\$ 150
2. Consolidation (up to 9 Load/Rebound Pts) - ASTM D2435 ^E	\$ 340
3. Collapse - ASTM D4546 ^B	\$ 165
4. additional Load increment (Consol/Collapse) - per pt.	\$ 40
5. Direct Shear, remolded sample - ASTM D3080 ^D	\$ 285
6. Direct Shear, undisturbed (ring) sample - ASTM D3080 ^D	\$ 265
7. Expansion Index - ASTM D4829 ^B	\$ 160
8. Permeability, Constant Head - remolded - ASTM D2434, CT 220 ^D	\$ 445
9. pH (soil) - ASTM D4972 ^C	\$ 35
10. Resistivity - ASTM G57 ^C	\$ 60
11. Resistivity (Minimum), includes pH - CTM 643 ^C	\$ 155
12. Soil Cement - Moist-Dense, or Sample Prep set of 3 - ASTM D558	\$ 240
13. Soil Cement - Wet-Dry Durability - ASTM D559	\$ 1100
14. Soil Cement - Compressive Strength - ASTM D1633	\$ 60
15. Soil Classification - ASTM D2488 - Visual-Manual ^A	\$ 45
16. Soluble Chloride (soils) ^C	\$ 80
17. Soluble Sulfate (soils) ^C	\$ 80
18. Unconfined compression on prepared specimens	\$ 120

B Particle Size Analysis

1. Sand equivalent (ASTM 2419, CTM 217) ^A	\$ 115
2. Sieve #200 wash only (ASTM D1140, CTM 202) ^A	\$ 85
3. Sieve (coarse or fine only, no wash - ASTM C136, CTM 202) ^A	\$ 95
4. Sieve (coarse & fine w/ wash - ASTM C136, CTM 202) ^A	\$ 135
5. Hydrometer w/ Fine Sieve (ASTM D422, CTM 203) ^B	\$ 185
6. Hydrometer w/ Fine & Coarse Sieve (ASTM D422, CTM 203) ^B	\$ 210

C Moisture Density Relationship

1. Max. Density-Opt. Moisture (4 in. mold) - ASTM D1557, D698 ^A	\$ 185
2. Max. Density-Opt. Moisture (6 in. mold) - ASTM D1557, D698 ^A	\$ 210
3. Max. Density-Opt. Moist. w/ Rook Corr. - ASTM D1557, D4718 ^A	\$ 295
4. Maximum Density Checkpoint (4 in. mold) ^A	\$ 75
5. Moisture & Dry Density (ring samples) ^A	\$ 22
6. Moisture determination (aggregate samples) ^A	\$ 35
7. Caltrans Relative Compaction (Wet Density) - CTM 216 ^A	\$ 225

D Aggregate, Soil & Rock

1. Abrasion Resistance by LA Rattler - ASTM C131, CTM 211 ^B	\$ 185
2. Absorption, sand or gravel - ASTM C127, C128 ^B	\$ 60
3. California bearing ratio (CBR) with expansion - ASTM D1883 ^C	\$ 410
4. Cement Treated Base (CTB), compact, cure & test ^E	\$ 260
5. Cement Treated Base - compression (make, cure, test - 3 spec)	\$ 565
6. Cement Treated Base - stability	\$ 525
7. Clay lumps and friable particles, per primary size - ASTM C142 ^C	\$ 115
8. Cleanliness Test - CTM 227 ^A	\$ 130
9. Crushed particles, per primary size ^C	\$ 165
10. Durability Index (\$120 per size fraction) - CTM 229 ^A	\$ 215
11. Flat & Elongated Particles (per bin size) - ASTM D4791 ^C	\$ 190
12. Lightweight pieces, per size fraction - ASTM C123 ^C	\$ 400
13. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 495
b. Lime content, including untreated control sample	\$ 245
14. Mortar making properties of Sand ASTM C87 ^D	\$ 380
15. Relative Mortar Strength - CTM 515 ^D	\$ 410
16. Organic Impurities - ASTM C40, CTM 213 ^B	\$ 80
17. Petrographic Analysis of Gravel - ASTM C295 (single grading) ^E	\$ 450
18. Petrographic Analysis of WC Sand - ASTM C295 (pre-graded) ^E	\$ 850
19. Potential Reactivity Test ASTM C289 Chemical Method ^D	\$ 495
20. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) ^E	\$ 785
Each additional month	\$ 118
21. Potential Reactivity Test ASTM C1260 Rapid Method ^E	\$ 625
22. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) ^E	\$ 1600
Extend to 24-months add (C222 requires Sp. Conv. & Unit Weight)	\$ 800
23. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo ^E	\$ 760
24. "R" Value - ASTM D2888, CT 301 (Treated material by quote) ^B	\$ 315
25. Rip Rip, Slope Protection, Quarry Stone Acceptance	Per Quote
26. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) ^B	\$ 110
27. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) ^B	\$ 130
28. Sulfate Soundness, 5 cycle test per primary size - ASTM C88 ^D	\$ 365
29. Uncompacted Void Content of Fine Aggregate - AASHTO T304 ^D	\$ 175

30. Unit weight - ASTM C29

\$ 72

E Dimensional Stone Tests

1. Compressive Strength - ASTM C170 ^D	\$ 95
2. Water Absorption & Density - ASTM C97 (3 required) ^D	\$ 65
3. Modulus of Rupture - ASTM C99 ^D	\$ 115
4. Flexural Strength - ASTM C880 ^D	\$ 130

(Comp., MOR & Flex Str. requires 5 samples ea. in wet & dry conditions // & L to R //.)
(All prices are for prepared samples. Cutting and machining charges are extra.)

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

1. Grab sample (CCR Title 24) includes 1 year storage	\$ 55
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B Concrete

1. Concrete compression: 6x12 cylinders - ASTM C39 ^A	\$ 26
2. Concrete compression: 4x8 cylinders - ASTM C39 ^A	\$ 22
3. Concrete cylinder pickup: 6x12 (>25mi, radius of Lab add hourly pickup rate)	\$ 12.50
4. Concrete cylinder pickup: 4x8 (>25mi, radius of Lab add hourly pickup rate)	\$ 9.50
5. Concrete cylinder mold (w/ lid - spare)	\$ 6
6. Concrete core compression test - ASTM C42 ^C	\$ 45
7. Concrete Trial Batch (includes 6 compression tests)	\$ 765
8. Concrete Mix Design Review (includes testing & revisions)	\$ 230
9. Concrete mix proportion revision	\$ 150
10. Density of concrete cylinder (unit weight) ^C	\$ 64
11. Drying shrinkage - ASTM C157 (set of 3, 5 ages) ^E	\$ 495
12. End preparation of cores, diamond sawing, per cut	\$ 15
13. Flexural beam pick-up (>25mi, radius of Lab add hourly pickup rate)	\$ 38 ea
14. Flexural strength, 6"x6" beam - ASTM C78 & C293 ^A	\$ 80
15. Shotcrete/Gunite core compression test (not including coring)	\$ 35
16. Coring of Shotcrete/Gunite panel in laboratory, each core	\$ 50
17. Shotcrete/Gunite panel pick-up (>25mi radius of Lab add hourly pickup rate)	\$ 38
18. Lab trial batch, not including specimen tests - ASTM C192	Per Quote
19. Lightweight, insulating concrete compress, 4 req. - ASTM C495	\$ 50
20. Lightweight insulating concrete - unit weight (oven dry)	\$ 95
21. Modulus of elasticity, 4"x8" cylinder - ASTM C469 ^D	\$ 215
22. Petrographic analysis of hardened concrete - ASTM C856 (per core) ^E	\$ 950
23. Poisson's Ratio on 6"x12" cylinders - ASTM C469 ^D	Per Quote
24. Splitting tensile - ASTM C496 ^D	\$ 175
25. Non-Shrink (Dry-Pack) Grout - 2"x2"x2", set of 3	\$ 96

C Masonry

1. Absorption - brick, 5 required - ASTM C67 ^D	\$ 75
2. Absorption - masonry unit, 3 required - ASTM C140 ^D	\$ 54
3. Compressive strength, brick, 5 required - ASTM C67 ^D	\$ 45
4. Compression - masonry core ^C	\$ 45
5. Compression - masonry prisms 8"x8" - ASTM C1314 (other sizes by quote - may require cutting charge)	\$ 150
6. Compression - masonry unit, 3 required - ASTM C140 ^D (requires absorption/unit weight tests for Net Area)	\$ 80
7. Dimensions - masonry unit, 3 required ^D	\$ 42
8. Compression test, grout specimens	\$ 30
9. Compression test, mortar specimens	\$ 30
10. Diamond sawing of masonry specimens, if required (minimum)	\$ 30
11. Efflorescence, first unit @ \$125, each additional @	\$ 54
12. Linear shrinkage, masonry unit, 3 required - ASTM C426 ^E	\$ 98
13. Masonry Prism Pickup (ea.)	\$ 45
14. Masonry Unit Acceptance Test - ASTM C140 ^D (includes absorption, compression, dimensions, unit weight)	\$ 585
15. Mortar Aggregate Ratio - ASTM C780 (AA) ^B	\$ 245
16. Modulus of rupture, brick, 5 required - ASTM C67 ^D	\$ 42
17. Moisture content - masonry unit (as received), 3 req'd - ASTM C140 ^D	\$ 42
18. Shear test on masonry core - CBC 2105A.4 ^B	\$ 105
19. Tensile test on masonry block	\$ 190
20. Unit weight, masonry unit, 3 required - ASTM C140 ^D	\$ 45
21. Visual Examination & Photo-document Core - CBC 2105A.4 ^B	\$ 45

Standard Turn-Around-Times (where applicable TAT indicated in superscript):

A - 3 working days B - 5 working days C - 7 working days
D - 10 working days E - >10 working days

TAT indicates testing time under typical conditions and is subject to change.

N/V/5

NV5 WEST, INC. 2018 FEE SCHEDULE

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A. General Testing			
1. Processing mill certification (each size & heat)	\$20 ea.		
2. Rockwell or Brinell Hardness, average of three readings	\$35 ea.		
3. Zinc coating, each item (includes Haz Mat Fee) ^C	\$215		
B Reinforcing Steel			
1. Deformation, reinforcing steel ^C	\$60		
2. Pre-stress, strand or wire, tensile & elongation ^D	Per Quote		
3. Proof test on post-tension assembly	Per Quote		
4. Bend Test (rebar) ^C	\$50		
5. Tensile test (rebar), up to & including #8 ^C	\$55		
6. Tensile test (rebar) #9, #10, #11 ^D	\$95		
7. Tensile test (rebar) #14, #18 ^D	\$215		
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) ^D	\$215		
C Structural Steel			
1. Cutting & machining charges	cost + 15%		
2. Bend test, structural, all sizes	\$75		
3. Tensile test, structural, < 4" cross-section (cutting & machining extra) [*]	\$75		
4. Tensile test, structural, > 4" cross-section (cutting & machining extra) [*]	\$125		
5. Flattening test of pipe	\$65		
[*] Tensile and yield by percent offset, add \$85			
D High Strength Bolts			
1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) ^D	\$ 335		
2. Bolts - proof load (non-DSA) ^D	\$ 45		
Bolts - ultimate load ^D	\$ 65		
Bolts - hardness ^D	\$ 35		
3. Nuts - proof load ^D	\$ 45		
Nuts - hardness ^D	\$ 35		
4. Washers - hardness ^D	\$ 35		
E Welding Procedure and Welder Qualification Tests			
Coupon (thickness (mild steel only) 10 3/8" over 3/8"			
1. Fracture bend (fillet)	\$45		
2. Macroetch	\$55 ea.		
3. Free bend	\$65		
4. Nick break	\$45 ea.	\$35	
5. Side, face or root bend	\$28 ea.	\$35	
6. Tensile	\$40 ea.	\$50	
7. Welder Qualification Records	\$115		
Includes evaluation of test specimens and preparation of Stamped Welder/Procedure Qualification Records per applicable code.			
[*] Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.			
^{**} Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15% for Outside Direct Costs.			

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$85
3. Roof Tile Strength	\$95
4. Roof Tile Absorption	\$75
5. Roof Cut Tests (total weight only)	\$85
6. Jobsite Trailer or Mobile Laboratory	Per Quote
7. Universal Testing Machine (Hourly)	\$210
8. Ground Rod Test (plus travel)	\$175

VII. ASPHALT & ASPHALTIC CONCRETE

A. Emulsions And Slurry Seals	
1. Consistency test - ASTM D3910 ^A	\$95
2. pH determination ^B	\$75
3. Oven cook off (% residue) ^A	\$100
4. Solids content by evaporation and ignition extraction (slurry) ^A	\$225
5. Wet Track Abrasion - ASTM D3910 (prep. not included) ^A	\$270
B. Asphalt Concrete, Aggregate And Mixes	
1. Bulk Specific Gravity (HVEEM - 3 pt. LTMD) CT308 / T166 ^A	\$220
2. Coring of asphaltic concrete - See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Ignition Oven Method - CTM 382, 202 ^A	\$235
Solvent Extraction Method - ASTM D2172 ^B	\$395
4. Extraction, % bitumen only	
Ignition Oven Method - CTM 382 ^A	\$155
Solvent Extraction Method - ASTM 2172 ^B	\$305
5. Film stripping - CTM 302 ^C	\$165
6. Gyrometry Compaction, 6" specimen, Lab Mix [*] - AASHTO T312 ^B	\$350
7. Gyrometry Compaction, 6" specimen, Plant Mix [*] - AASHTO T312 ^B	\$300
[*] Add \$110 for Asphalt Rubber	
8. Hamburg Wheel Track - AASHTO T324 ^B	\$1,450
9. Ignition Oven Correction Factor - CTM 382 ^B	\$650
10. Marshall - Stability and flow (core) - ASTM D1559 ^A	\$125
11. Marshall - Stability and flow (bulk) - ASTM D1559 ^B	\$325
12. Marshall - Specific Gravity ^A	\$225
13. Mix proportion - Marshall Method ^D	\$2,900
with R.A.P. ^E	\$3,700
14. Mix proportion - HVEEM Method ^D	\$2,700
with R.A.P. ^E	\$3,500
15. Theoretical Maximum Specific Gravity (RICE) - D-2041, CT 309 ^A	\$200
16. Moisture content - ASTM D-1461 ^A	\$115
17. Moisture Susceptibility - AASHTO T283 ^D	\$2,550
18. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 ^D	\$250
19. Recovery of rubber from ARHM extraction ^D	\$315
20. Specific gravity of core - ASTM D2726 ^A	\$60
21. HVEEM Stabilometer test on premix sample - CTM 366 ^A	\$185
Stabilometer test and mixing of sample ^B	\$400
22. Surface Abrasion - CTM 360 ^C	\$525
23. Resistance to Moisture Induced Damage (untreated) - T-283, CT 371 ^B	\$2,650
24. Resistance to Moisture Induced Damage (lime) - T-283, CT 371 ^D	\$1,850

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

Standard Turn-Around-Times: (where applicable TAT indicated in superscript following method):

A - 3 working days; B - 5 working days; C - 7 working days;
D - 10 working days; E - >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to change. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications - hourly charges will apply for weekend or holiday work.

ADDITIONAL TESTS: NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

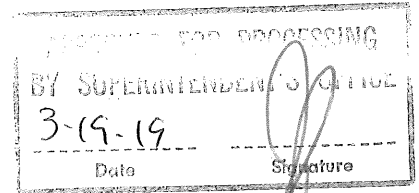


TITLE: RATIFICATION OF PROCUREMENT OF DRAGONFLY ELECTRONIC MARQUEE SIGNS FROM PLL ENTERPRISES THROUGH MEASURE X FUNDING

Business & Facilities
Consent #18

March 19, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On October 2, 2018, through approval of Action #2, the Board of Education authorized the sole source purchase of Dragonfly signs through their exclusive distributor, PLL Enterprises.

The following five school sites have been identified as ready to receive new electronic marquee signs and are detailed in the pricing table below.

On March 8, 2019, the Associate Superintendent of Business & Facilities authorized initiation of a purchase requisition for the marquee signs.

Fiscal Analysis

Pricing from PLL Enterprises for Dragonfly marquee signs is presented below. Prices include tax and freight.

Apollo Continuation School	\$46,569.02
Hillside Middle School	\$24,465.87
Justin Elementary School	\$37,434.72
Monte Vista School	\$24,465.87
White Oak Elementary	\$24,465.87
GRAND TOTAL	\$157,401.35

Separate contracts will be let for electrical power and sign installation in adherence with public contract code.

The electronic marquee signs and their installation will be funded with Measure X Bond funds.

Recommendation

It is recommended that the Board of Education ratify procurement of the Dragonfly electronic marquee signs from PLL Enterprises.

On a motion # 113 by Trustee Boyle, seconded by Trustee Swick and carried by a vote of 3/0/2, the Board of Education ratified, by roll-call-vote, the procurement of Dragonfly electronic marquee signs from PLL Enterprises.

Ayes: Boyle Swick Laballe Noes: 0 Absent: Julian White Abstained: 0

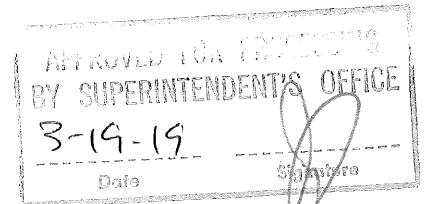
TITLE: APPROVAL OF CHANGE ORDER NO. 3, SECURITY FENCING & LANDSCAPE IMPROVMENTS AT CRESTVIEW ELEMENTARY SCHOOL, BID NO. 18E1BX307

Business & Facilities
Consent #19

March 19, 2019

Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On May 15, 2018, the Board of Education approved the award of Bid No. 18E1BX307 to A. Bates G.C. Inc. in the amount of \$495,000 for the security fencing and landscape improvement project at Crestview Elementary School. On February 5, 2019 the Board of Education Approved Change Orders No. 1 & No. 2 in the amount of (\$6,401.87).

During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No 3.

Fiscal Analysis

Change Order No. 3 (Exhibit "A") represents an increase to the original contract by \$3,982.90 or 0.80%. The revised contract amount including Change Order No. 3 will be \$492,581.03.

This project is funded by Measure X Funds.

Recommendation:

It is recommended that the Board of Education approve Change Order No. 3 as presented.

On a motion # 113 by Trustee Bioch, seconded by Trustee Swollen and carried by a vote of 3/0/2, the Board of Education approved, by roll-call vote, Change Order No. 3, for the Security Fencing & Landscape Improvements at Crestview Elementary School, Bid No. 18E1BX307.

Ayes: Bioch Swollen Wheeler Noes: 0 Absent: Juba White Abstain: 0

Security Fencing Landscape Improvements at Crestview Elementary School - Change Order No. 3
Bid No. 18E1BX307

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
COP 2R	Add fencing to bicycle parking	\$ 3,982.90	District requested
TOTAL OF CHANGE ORDER NO. 3		\$ 3,982.90	

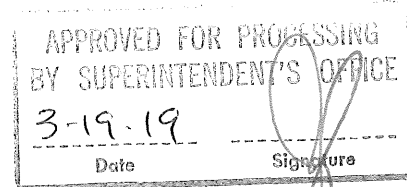
The original contract sum was:.....	\$	495,000.00	
Change by previously authorized Change Order(s).....	\$	(6,401.87)	
The contract sum prior to this change.....	\$	488,598.13	
The contract sum will be increased by this Change Order by.....	\$	3,982.90	0.80%
The new contract sum including this Change Order will be.....		492,581.03	
The contract days will be increased by.....		0 days	
The date of substantial completion as of the date of this Change Order.....		9/11/2018	

**TITLE: APPROVAL OF CHANGE ORDER NO. 1, JUSTIN ELEMENTARY
PLAYGROUND SHADE STRUCTURE, BID NO. 18E24BX312**

Business & Facilities
Consent #20

March 19, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities



Background Information

On June 5, 2018, the Board of Education approved the award of Bid No. 18E24BX312 to Pacific Tennis Courts Inc. in the amount of \$155,555 for the Justin Elementary Playground Shade Structure Project.

During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No. 1.

Fiscal Analysis

Change Order No. 1 (Exhibit "A") represents a decrease to the original contract by -\$15,000.00 or -9.64%. The revised contract amount including Change Order No. 1 will be \$140,555.00. The contract completion time will be extended 76 days.

This project is funded by Measure X Funds.

Recommendation:

It is recommended that the Board of Education approve Change Order No. 1 as presented.

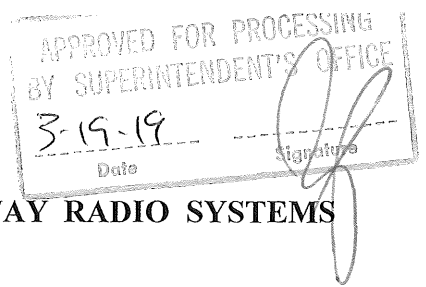
On a motion # 113 by Trustee Bloz, seconded by Trustee Sneller and carried by a vote of 3/0/2, the Board of Education approved, by roll-call vote, Change Order No.1, for the Justin Elementary Playground Shade Structure Project, Bid No. 18E24BX312.

Ayes: Bloz Sneller Joe Little Noes: 0 Absent: Quinn White Abstain: 0

Justin ELA Playground Shade Structure - Change Order No. 1
Bid No. 18E24BX312

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
Allowance	Return unused allowance	\$ (15,000.00)	
Time	Non-compensable time extension	\$ -	Delay by DSA and manufacturer deliver delay
TOTAL OF CHANGE ORDER NO. 1		\$ (15,000.00)	

The original contract sum was:.....	\$	155,000.00	
Change by previously authorized Change Order(s).....	\$	-	
The contract sum prior to this change.....	\$	155,000.00	
The contract sum will be increased by this Change Order by.....	\$	(15,000.00)	-9.64%
The new contract sum including this Change Order will be.....		140,000.00	
The contract days will be increased by.....		76	
The date of substantial completion as of the date of this Change Order.....		11/26/2018	



TITLE: APPROVAL OF CHANGE ORDER NO. 3, TWO-WAY RADIO SYSTEMS UPGRADE, RFP NO. 18F19RFP318

Business & Facilities
Consent #21

March 19, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On October 2, 2018, the Board of Education ratified the award of RFP No. 18F19RFP318 to Applied Technology Group, Inc. in the amount of \$1,275,562.09 for the Two-Way Radio Systems Upgrade Project. On October 30, 2018 the Board of Education approved Change Order #1 in the amount of \$34,852.76 or 2.73%. On February 5, 2019 the Board of Education approved Change Order #2 in the amount of \$13,631.07 or 1.07%.

During the course of construction, various changes become necessary or desirable. Attached is Exhibit "A" that describes the changes, related costs, and justification for Change Order No. 3.

Fiscal Analysis

Change Order No. 3 (Exhibit "A") represents an increase to the original contract by \$46,248.38 or 3.63%. The revised contract amount including Change Order No. 3 will be \$1,370,295.30.

This project is funded by Measure X.

Recommendation:

It is recommended that the Board of Education approve Change Order No. 3 as presented.

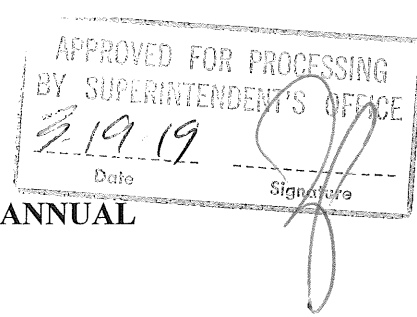
On a motion # 113 by Trustee Blaylock, seconded by Trustee Swollen and carried by a vote of 3/0/2, the Board of Education approved, by roll-call vote, Change Order No.3, for the Two-Way Radio Systems Upgrade Project, RFP No. 18F19RFP318.

Ayes: Blaylock Swollen Wright Noes: 0 Absent: White Abstain: 0

Two-Way Radio Systems Upgrade- Change Order No. 3
RFP No. 18F19RFP318

CHANGE ORDER PROPOSAL	DESCRIPTION	Recommended Cost (Credit) For Approval	Comments
COP 3	Provide and install additional dispatch at District Office. Provide and program 42 additional radios.	\$ 46,249.38	District request
TOTAL OF CHANGE ORDER NO. 3		\$ 46,249.38	

The original contract sum was:.....	\$	1,275,562.09	
Change by previously authorized Change Order(s).....	\$	48,483.83	
The contract sum prior to this change.....	\$	1,324,045.92	
The contract sum will be increased by this Change Order by.....	\$	46,249.38	3.63%
The new contract sum including this Change Order will be.....		1,370,295.30	7.43%
The contract days will be increased by.....		0 days	
The date of substantial completion as of the date of this Change Order.....		May 22, 2019	



**TITLE: CITIZENS BOND OVERSIGHT COMMITTEE (CBOC) ANNUAL
REPORT FOR FISCAL YEAR 2018**

Business & Facilities
Information #1

March 19, 2019
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

In accordance with the accountability requirements of Proposition 39, the Board of Education established a Citizens' Bond Oversight Committee (CBOC) to oversee the expenditures and decisions affecting Measure X Bond Funds. Their role is basically an audit function with the responsibility to report to the public on the District's expenditures and consistency with Measure X.

Bylaws were approved by the Board of Education on February 21, 2017 to govern the activities of the Committee. Section 3.3 of the Bylaws states that the Committee shall present to the Board an annual written report which shall include the following: (a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1 (b) (3) of the California Constitution; and (b) A summary of the Committee's proceedings and activities for the preceding year.

At their regular meeting held on February 13, 2019, the CBOC approved the content of their Annual Report for Fiscal Year 2018. A copy of this report is attached hereto as Exhibit "A".

Recommendation

This report is for information only. Jenniffer Jones will be in attendance at tonight's meeting to personally address the Board.

SIMI VALLEY UNIFIED SCHOOL DISTRICT
SIMI VALLEY CITIZENS BOND OVERSIGHT COMMITTEE
(CBOC)

FISCAL YEAR 2018
ANNUAL REPORT
July 1, 2017 to June 30, 2018

BACKGROUND

Measure X is a \$239 million bond measure approved by voters on November 8, 2016, authorizing funding for the design and construction of new buildings, modernization of existing school facilities, and modern technology within the Simi Valley Unified School District ("the District"). On June 14, 2017 the District brought to market, \$70 million of Series "A" general obligation bonds, the first series to be used under the Measure X authorization. The district has received the Series "A" funds, which are being utilized for implementation of Measure X projects.

As required by law, an independent Citizens' Bond Oversight Committee (CBOC) has been established to actively monitor all Measure X projects and expenditures, provide proper oversight, control and accountability to ensure that Measure X funds are used as they were intended and to report to the community at-large.

As prescribed by the CBOC bylaws, this report includes the following:

1. A summary of the Committee's proceedings and activities for the preceding fiscal year.
2. A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution.

CBOC ACTIVITIES

Meetings – The committee held meetings on August 14, 2017, November 8, 2017, March 14, 2018, May 16, 2018, August 15, 2018, November 14, 2018, and February 13, 2019. Each meeting is open to the public to provide input regarding the overall bond program, budget, financing matters and construction schedules. The CBOC conducts its meetings at the Simi Valley Unified School District Educational Service Center.

Website – The District continues to assist in keeping the website operational to provide the general public with general information relating to the CBOC, Measure X expenditures, planning and construction schedules, budget reports, press releases, legislative requirements and other items of interest.

Facebook Page - The CBOC created a Facebook Page for general information only purposes to the community at large relating to the CBOC, Measure X expenditures, planning and construction schedules, budget reports, press releases, legislative requirements and other items of interest.

Performance Audits – The second performance audit of the Measure X program was finalized on December 12, 2018. This covered the fiscal year of July 1, 2017 thru June 30, 2018. The CBOC has reviewed the 2017-2018 performance audit which concluded the District has properly accounted for the expenditures associated with the Measure X bond funds, and such expenditures and transfers were made on authorized bond projects.

Annual Report – This is the second Annual Report issued by the CBOC.

DISTRICT COMPLIANCE

The CBOC believes that the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution, which provides that bond revenues are expended only for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities; and that no funds were used for any other purpose including teacher and administrator salaries and other school operating expenses.

MEMBERS – 2017/2018

Richard Grossman (Chair)
Kareem Jubran (Vice Chair, Mr. Jubran resigned from the CBOC upon
being elected to serve on the Board of Education)
Kathleen Hinkle (Secretary)
Jenniffer Jones (Publicity Chair)
Diane Bentz
Barry Fisher
Alisa Hensel
Shawn Herrera
Kimberly Knight
Bethany Lowry
Frank Sinsheimer
Steven Randall

The 2017/ 2018 CBOC members represent all of the classifications required under Proposition 39, and include a parent or guardian of a child enrolled in the District, a P.T.A. or school site council member, a business organization member, a senior citizens' organization member, a bona-fide taxpayers association member, and two members of the community at-large.

This Annual Report was approved by the CBOC at their meeting held on February 13, 2019.